

**DUBLIN COMMUNITY IMPROVEMENT CORPORATION
BOARD OF DIRECTORS**

SPECIAL INITIAL ORGANIZATIONAL MEETING

Wednesday, September 2, 2015

2:00 P.M.

City of Dublin Council Chambers

5200 Emerald Parkway

Dublin, Ohio 43017

AGENDA

- I. Roll Call
- II. Adoption of the Code of Regulations
- III. Adoption of a Conflict of Interest Policy
- IV. Election of Chairperson and Vice Chairperson of the Board of Directors, President, Secretary and Treasurer
 - *Any two or more offices may be held by the same individual, except for the offices of President and Secretary.
- V. Ratification
- VI. Consideration of Resolutions
 - A. Resolution No. 2015-01 – A Resolution Accepting the Designation by the City of Dublin, Ohio as an Agency of the City under Ohio Revised Code Section 1724.10 and Authorizing the Execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development.
 - B. Resolution No. 2015-02 – A Resolution to Certify Project
- VII. Adjournment

CODE OF REGULATIONS
OF
DUBLIN COMMUNITY IMPROVEMENT CORPORATION

ARTICLE I

Name

The name of the organization is Dublin Community Improvement Corporation (the "Corporation").

ARTICLE II

Purposes of the Corporation

The Corporation has been organized for the sole purpose of reviewing and certifying, as required under Chapter 165 of the Ohio Revised Code, as the designated agency for development of the City of Dublin, Ohio (the "City") authorized pursuant to Section 1724.10 of the Ohio Revised Code, that a project or projects to be financed by the issuance bonds, as such bonds are authorized by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165 of the Ohio Revised Code, is in accordance with the plan prepared by the Corporation pursuant to Section 1724.10 of the Revised Code and as such plan has been confirmed and approved by the City.

ARTICLE III

Offices and Registered Agent

Section 1. **Offices.** The Corporation shall have and maintain continuously a registered office in the State of Ohio at such place as may be designated by the Board of Directors or the President. The principal office of the Corporation and such other offices as it may establish shall be located at such place(s), within the State of Ohio, as may be designated by the Board of Directors.

Section 2. **Agent.** The Corporation shall maintain continuously within the State of Ohio a registered agent, which agent shall be designated by the Board of Directors or the President.

Section 3. **Changes.** Any change in the registered office or registered agent of the Corporation shall be accomplished in compliance with the laws of the State of Ohio and Chapter 1702 of the Ohio Revised Code and as provided in these Regulations.

ARTICLE III

Board of Directors

Section 1. General Power and Duties. The management, control and direction of the affairs, property, and interests of the Corporation shall be vested in the Board of Directors. The Board of Directors shall have, and may exercise, any and all powers provided in the Articles of Incorporation or the State of Ohio Nonprofit Corporation Law which are necessary or convenient to carry out the purposes of the Corporation. There shall be one (1) class of membership which shall consist of the members of the Board of Directors. The Board of Directors is deemed the Membership as such term is used in Ohio Revised Code Chapter 1702.

Section 2. Eligibility Requirements for Membership with the Board of Directors.

A. Number. The Board of Directors shall be comprised of five (5) members, at least two of whom shall consist of the mayor of the City, members of the City legislative authority, or any other appointed or elected officers of the City (each a "Public Director"). The Public Directors shall be appointed to the Board of Directors by the City Council of the City. The Public Directors shall be permanent members of the Board. The two (2) Public Directors shall appoint the remaining three (3) directors (each, an "Appointed Director") who shall serve for a term of two (2) years, or until his or her successor is appointed.

B. Change in Number. The number of directors may at any time be increased or decreased by amendment to these Regulations, but no decrease shall have the effect of shortening the term of any incumbent director. At all times, at least two-fifths of the Directors shall consist of Public Directors.

C. Vacancies. Any vacancy of an Appointed Director on the Board of Directors arising from death, resignation or removal of such Appointed Director in accordance with these Regulations, or an increase in the number of Directors, shall be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum of the Board of Directors. When a Public Director ceases to be mayor or a member of the legislative authority, the individual replacing him/her shall automatically be substituted as a member of the Board of Directors. A Director elected to fill any vacancy shall hold office for the unexpired term of his or her predecessor and until a successor is elected and qualified.

D. Resignation. A Director may resign at any time by giving notice thereof in writing to the Secretary of the Corporation.

E. Removal. An Appointed Director may be removed, with or without cause, by two-thirds (2/3) vote of the remaining Directors in office or by the Mayor of the City with the approval of the legislative authority of the City. A Public Director may be removed, with or without cause, by the Mayor of the City with the approval of the legislative authority of the City.

F. Election of Chairman and Vice Chairman The Board of Directors, at its first regular meeting, and from time to time thereafter, shall elect one Director as Chairman of the Board of Directors, and may elect one Director as Vice-Chairman of the Board of Directors, each to serve at the pleasure of the Board of Directors. The Chairman of the Board of Directors shall

preside at all meetings of the Board of Directors at which he or she is present, and shall perform such other duties as may be required of him or her by the Board of Directors. The Vice-Chairman of the Board of Directors shall preside, in the absence of the Chairman of the Board of Directors, at meetings of the Board of Directors and shall perform such other duties as may be required of him or her by the Board of Directors.

Section 3. Meetings of the Board of Directors.

A. Regular Meetings. Regular meetings of the Board of Directors shall be held at least (1) one time per year as determined by the Board of Directors. Special meetings shall be called at the discretion of the Chairman of the Board of Directors, at the request of (i) one-third of the Directors in office, (ii) the President, (iii) the Executive Committee. The last regular meeting of the Board of Directors in each fiscal year shall constitute its annual meeting.

B. Time and Place of Meetings. The meetings of the board shall be held at such time or place, within or without the State of Ohio, as designated by the Board of Directors.

C. Notice of Meetings. At least fourteen (14) days notice shall be given to each Director of a regular meeting of the Board of Directors. A special meeting of the Board of Directors may be held upon notice of at least five (5) days. Notice of a meeting of the Board of Directors shall specify the date, time and place of the meeting. Unless otherwise required by the Articles of Incorporation, the Regulations, or the laws of the State of Ohio, the notice of any meeting need not specify the purpose or purposes thereof. Notice must be either delivered personally to each Director, mailed to his or her address as it appears on the records of the Corporation or sent by facsimile to his or her facsimile number as it appears on the records of the Corporation. If such notice is given by mail, it shall be deemed delivered when deposited in the United States mail properly addressed and with postage prepaid thereon or confirmation of delivery by the delivery agent of an express mail service. If such notice is given by facsimile, it shall be deemed delivered upon receipt of confirmation that the transmittal has been successful. Notwithstanding the foregoing, a Director may waive notice of any regular or special meeting of the Board of Directors by written statement filed with the Board of Directors, or by oral statement at any such meeting. Attendance at a meeting of the Board of Directors shall also constitute a waiver of notice, except where a Director states that he or she is attending for the purpose of objecting to the conduct of business on the grounds that the meeting was not lawfully called or convened. Notice of a meeting will be deemed to have been waived by any Director who attends such meeting either in person or by proxy, and who does not, before or at the commencement of the meeting, protest the lack of proper notice.

D. Quorum. One-half of the number of Directors as fixed pursuant to these Regulations shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

E. Approval. Except as otherwise provided by law, the Articles of Incorporation or these Regulations, all matters before the Board of Directors shall be decided by a majority vote of the Directors present at a meeting at which a quorum exists. Each Director shall be entitled to one vote.

F. Remuneration. The Board of Directors and members of committees of the Board

of Directors shall not receive any salary for their services as Directors or committee members, but may, by resolution of the Board of Directors, be reimbursed for any necessary and proper expenses incurred in the performance of duties as members of the Board of Directors or committees of the Board of Directors.

ARTICLE V

Committees

Section 1. Executive Committee. By a majority vote of the Directors in office, the Board of Directors may designate an Executive Committee consisting of at least three Directors, one of whom shall be the Chairman of the Board of Directors, who shall also be Chairman of the Executive Committee. The Board of Directors may designate one or more of the Directors as alternate members of the Executive Committee, who may replace any absent or disqualified member at any meeting of the Committee upon the request of the Chairman of the Board of Directors. Except as otherwise required by law or these Regulations, the Executive Committee shall have such authority as the Board of Directors may determine by resolution passed by a majority of the full Board of Directors for the management of the Corporation, including the power to authorize the seal of the Corporation to be affixed to all papers that may require it. The Executive Committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors when required. Vacancies in the Executive Committee shall be filled by the Board of Directors at a regular or special meeting.

Section 2. Finance Committee. The Board of Directors, by a majority vote of the Directors in office, may designate a Finance committee. The Finance Committee shall consist of not less than two (2) Directors. The Finance Committee shall be responsible for developing and reviewing all fiscal procedures, overseeing and recommending the preparation of the annual operating budgets and dues for the approval of the Board of Directors and assisting the Treasurer in the performance of the Treasurer's duties, including oversight over the audit and budget throughout the year to assure the financial integrity of the Corporation.

Section 3. Other Committees. The Board of Directors may create such committee(s) consisting of Directors or other persons, which committee(s) shall have such authority as the Board of Directors may be law permit.

Section 4. Attendance by the President. The President shall be entitled to participate in meetings of the Board of Directors, the Executive Committee and all other committees, but shall not be entitled to vote at such committee meetings in his or her capacity as President.

ARTICLE VI

Officers

Section 1. Designations. The officers of the Corporation shall be one or more Presidents, one or more Vice Presidents, a Secretary, a Treasurer and such other Officers as may from time to time be deemed advisable by the Board of Directors. Any two or more offices may be held by the same individual, except for the offices of President and Secretary.

Section 2. Terms of Office. All of the Officers of the Corporation shall hold their offices for such terms, not in excess of three (3) years, as shall be determined from time to time by the Board of Directors, and shall exercise such powers, perform such other duties and receive such compensation as shall be determined from time to time by the Board of Directors.

Section 3. Removal. The Officers of the Corporation shall hold office until their successors are chosen and qualified. Any Officer of the Corporation may be removed, with or without cause, at any time by a majority vote of the Board of Directors in office. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

Section 4. General Powers and Authorities. The President, Vice President Secretary, Treasurer and such other Officers as may be authorized by the Board of Directors may enter into and execute on behalf of the Corporation contracts, leases, debt obligations and all other forms of agreements or instruments, whether under seal or otherwise, permitted by law, the Articles of Incorporation and these Regulations, except where such documents are required by law to be otherwise signed and executed, or where the signing and execution thereof shall be exclusively delegated to some other Officer or agent of the Corporation. The duties and powers of the Officers of the Corporation shall be as provided in these Regulations or as provided pursuant to these Regulations, or (except to the extent they are inconsistent with these Regulations or with any provision made pursuant hereto) shall be those customarily exercised by corporate officers holding such offices.

Section 5. The President. The President shall be the chief operating officer of the Corporation and, subject to the control of the Board of Directors, shall perform all duties customary to that office and shall supervise and control all of the affairs of the Corporation in accordance with any policies and directives approved by the Board of Directors.

Section 6. Vice President. During the absence or disability of the President, the Vice President, if any, shall exercise all the functions of the President. The Vice President shall have such powers and discharge such duties as may be assigned to him or her from time to time by the Board of Directors.

Section 7. Secretary. The Secretary shall be responsible for keeping an accurate record of the proceedings of all meetings of the Board of Directors, and such other actions of the Corporation as the Board of Directors shall direct. He or she shall give or cause to be given all notices in accordance with these Regulations or as required by law and, in general, perform all duties customary to the office of secretary. The Secretary shall have custody of the corporate seal of the Corporation, and he or she, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it. When so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give authority to any Officer to affix the seal of the Corporation and to attest the affixing by his or her signature.

Section 8. Treasurer. The Treasurer shall have the custody of all monies and securities of the Corporation and shall keep regular books of account. He or she shall deposit or cause to be deposited all monies or other valuable effects in the name of the Corporation in such depositories as shall be selected by the Board of Directors. The Treasurer shall disburse the funds of the Corporation in payment of the just demands against the Corporation or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render an account

of all his or her transactions as Treasurer and the financial condition of the Corporation to the President and the Board of Directors at its regular meetings or when the Board of Directors so requires. The Treasurer shall perform such other duties as are incident to the office or are properly required by the Board of Directors.

ARTICLE VII

Indemnification

Section 1. The Corporation does hereby indemnify to the maximum extent legally permissible, each Director and Officer and former Director and Officer of the Corporation, and each individual who served at its request as a director, officer or trustee of another Corporation, partnership, joint venture, trust, or other enterprise or employee benefit plan, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with or arising out of any threatened, pending or completed claim, action, suit, proceeding, issue or matter of whatever nature, whether civil, criminal, legislative, administrative or investigative, in which he or she may be involved as a party or otherwise by reason of his or her being or having been such Director, Officer, director, officer or trustee.

Section 2. This indemnification includes amounts paid or incurred in connection with reasonable settlements if made with a view to the curtailment of the costs of litigation.

Section 3. This indemnification includes amounts paid or incurred in connection with acts of negligence, whether liability on the part of such Director, Officer, director, officer or trustee exists as to the Corporation, its Directors, Officers, agents or employees or as to third parties, including creditors.

Section 4. This indemnification also extends to any criminal action, suit, investigation or proceeding, provided that the same shall be dismissed against such Director, Officer, director, officer or trustee or that he or she shall have been found not guilty. Such indemnification likewise extends to a criminal action, suit, investigation or proceeding that is terminated by a plea of *nolo contendere*, or its equivalent, to a charge of misdemeanor, provided that the conduct complained of on the part of the Director, Officer, director, officer or trustee was done in good faith and with the belief that it was in the best interest of the Corporation and on the reasonable assumption of its legality.

Section 5. No reimbursement or indemnification shall relate to any expense incurred in connection with any matters as to which such Director, Officer, director, officer or trustee has been adjudged to be liable for gross negligence or misconduct in the performance of his or her duty to the Corporation, exclusive of issues of matters not related to the conduct on which the judgment was based, unless and only to the extent that the court in which the action or suit was brought shall determine that despite such adjudication of liability and in view of all the circumstances of the case, such Director, Officer, director, officer or trustee is fairly and reasonably entitled to indemnification for those expenses that the court shall deem proper.

Section 6. The indemnification provided by this Bylaw shall not be deemed exclusive of any other rights which such Director, Officer, director, officer or trustee may have under any

agreement, vote of the Board of Directors or otherwise.

Section 7. No indemnification shall be made under this Article VII if such indemnification would result in any liability for tax under chapter 42 of the Internal Revenue Code of 1986, as amended.

Section 8. Every provision of this Article VII is intended to be severable, and if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article VII.

ARTICLE VIII

Miscellaneous

Section 1. Fiscal Year. The Corporation's fiscal year is that annual period ending with December 31.

Section 2. Depositories. The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or financial institution or financial institutions as the Board of Directors shall designate, and shall be drawn from such accounts only by check or order for payment of money signed by such persons, and in such manner, as may be determined by resolution of the Board of Directors.

ARTICLE IX

Amendments

Section 1. Amendment to Articles of Incorporation or Code of Regulations. Amendments to the Articles of Incorporation or Regulations may be proposed by the Board of Directors and such proposed amendment shall be presented to the Board during the next annual meeting or special meeting called for the specific purpose of amending the Regulations or Articles of Incorporation.

Section 2. Procedures for Vote. Copies of proposed amendments shall be mailed by first class mail to all Directors at least five (5) days prior to the meeting. A two-thirds majority vote of the Directors must vote in favor of the amendment for passage. Any amendment which fails cannot be resubmitted for a period of one (1) year after the date of the vote.

[End of Code of Regulations]

DUBLIN COMMUNITY IMPROVEMENT CORPORATION

CONFLICT OF INTEREST POLICY

Article I

Purpose

The purpose of the conflicts of interest policy ("Policy") is to protect the interest of Dublin Community Improvement Corporation (the "Corporation") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This Policy is intended to supplement but not replace any applicable laws of the State of Ohio, any other state or the District of Columbia governing conflicts of interest applicable to nonprofit and charitable corporations.

Article II

Definitions

1. Interested Person

Any director or principal officer of the Corporation, or any member of a committee with board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment or family

- a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the Board of Directors ("Board"), or a committee that has been established under the governing authority of the Board ("Committee of the Board"), decides that a conflict of interest exists.

Article III

Procedure

1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists. If no conflict of interest exists, the interested person may participate in a discussion of and vote on the transaction or arrangement in question. If a conflict of interest does exist, the procedures in Article III, Section 3 shall be followed.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- b. The Chairperson of the Board ("Board Chairperson") or Committee of the Board ("Committee Chairperson") shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board or Committee of the Board shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or Committee of the Board shall determine, by a majority vote of the disinterested members, whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

4. Violations of the Conflicts of Interest Policy

- a. If the Board or Committee of the Board has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board or Committee of the Board determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

The minutes of the Board and all Committees of the Board with Board-delegated powers shall contain

1. the names of the person who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or Committee of the Board's decision as to whether a conflict of interest in fact existed.
2. the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Article V

Compensation

1. A voting member of the Board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

Article VI

Annual Statements

Each director, principal officer and member of the Board or a Committee of the Board with Board delegated powers shall sign a statement which affirms that such person

1. has received a copy of the conflicts of interest policy,
2. has read and understands the policy,
3. has agreed to comply with the policy, and
4. understands that the Corporation is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII

Periodic Reviews

To ensure that the Corporation operates in a manner consistent with its nonprofit purposes and this Policy and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining
2. Whether partnership and joint venture arrangements of the Corporation conform to written policies, including this Policy, are properly recorded, reflect reasonable payments for goods and services and further the Corporation's nonprofit purposes.

The Board of Trustees of the Dublin Community Improvement Corporation met in session on September 2, 2015, at 5200 Emerald Parkway, Dublin, Ohio, at 2:00 p.m. with the following Trustees present:

Michael H. Keenan
Marilee Chinnici-Zuercher
John G. Reiner
Michelle L. Crandall
Donna L. Goss

_____ moved the adoption of the following resolution:

RESOLUTION NO. 2015-01

A RESOLUTION ACCEPTING THE DESIGNATION BY THE CITY OF DUBLIN, OHIO AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT.

WHEREAS, the Dublin Community Improvement Corporation (the “CIC”), a community improvement corporation organized and existing under Chapter 1724, Ohio Revised Code, has been designated as the agency and instrumentality of the City of Dublin, Ohio (the “City”) for industrial, commercial, distribution and research development pursuant to Section 1724.10, Ohio Revised Code; and

WHEREAS, the CIC hereby accepts such appointment and, in its role as agency and instrumentality of the City, desires to enter into an Agreement and Plan for Industrial, Commercial, Distribution and Research Development (the “*Agreement and Plan*”), which will be the Agreement and Plan for industrial, commercial, distribution and research development for the City pursuant to Section 1724.10, Ohio Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Dublin Community Improvement Corporation, that;

Section 1. Acceptance of Designation by City of Dublin, Ohio. The CIC hereby accepts such appointment as the agency of the City.

Section 2. Agreement and Plan of Development. The form of Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between the City and the CIC, in the form presently on file with the Secretary, is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to this CIC and which shall be approved by the President and Secretary. The President and Secretary, for and in the name of this CIC, are hereby authorized to execute the Agreement and Plan, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the CIC, shall be evidenced conclusively by the execution thereof. The

Agreement and Plan, when executed by both parties thereto, will constitute the Plan for industrial, commercial, distribution and research development for the City.

Section 3. Open Meetings. All formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board and all deliberations of this CIC and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

_____ seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

The foregoing is a true and correct excerpt from the minutes of the meeting of September 2, 2015, of the Board of Trustees of the Dublin Community Improvement Corporation showing adoption of the resolution hereinabove set forth.

Dated: _____, 2015

Secretary, Dublin Community
Improvement Corporation

**AGREEMENT AND PLAN FOR INDUSTRIAL,
COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT**

This AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT (the "*Agreement*"), is being entered into as of the ____ day of _____, 2015, by and between the CITY OF DUBLIN, OHIO (the "*City*"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "*State*"), and the DUBLIN COMMUNITY IMPROVEMENT CORPORATION (the "*CIC*"), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State.

RECITALS

WHEREAS, the City, by Resolution No. 62-15 adopted on August 24, 2015 and in accordance with Section 1724.10, Ohio Revised Code, has designated the CIC as the agency and instrumentality of the City for the industrial, commercial, distribution and research development of the City and has approved this Agreement and the Plan and authorized the City Manager and the Director of Finance of the City to execute this Agreement on behalf of the City; and

WHEREAS, upon the designation of the CIC as the agency and instrumentality of the City for the aforementioned purposes, the CIC, by Resolution No. 2015-01 adopted on September 2, 2015, has proposed that the CIC and the City enter into this Agreement pursuant to Section 1724.10, Ohio Revised Code to provide for a plan for industrial, commercial, distribution and research development within the City (the "*Plan*"), all as provided for in Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, the City and the CIC do hereby agree as follows:

Section 1. Plan. The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the City in a manner which:

- a. Creates and preserves jobs and employment opportunities in the City and the State.
- b. Improves the economic welfare of the people of the City and of the State.
- c. Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby preserves, maintains or creates additional opportunities for employment within the City.
- d. Maintains and increases the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the City.
- e. Is consistent with social, economic and geographic factors present in the City.
- f. Is not inconsistent with job needs and skills present in the City.

- g. Is not inconsistent with environmental factors present in the City.
- h. Is in accordance with its applicable planning and zoning.

Section 2. Furtherance of the Plan by the CIC. Such initial Plan may be amended and supplemented from time to time by the City and the CIC and to that end, and to the extent as requested by the legislative authority of the City:

a. The CIC shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the City which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and the Plan and the accomplishment of its purposes. The CIC agrees that it will, from time to time, supplement and amend any such inventory and catalog in order that it may be currently maintained.

b. The CIC shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the City and CIC seek to interest in such development in the City.

Section 3. Implementation of the Plan. In furtherance of the Plan, as from time to time amended, the CIC may, to the extent as requested by the legislative authority of the City:

a. As the agency and instrumentality of the City, advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the City or the CIC for industrial, commercial, distribution and research development activities within the City. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a "*Development Project*".

b. From time to time, prepare and present to the executive and legislative authorities of the City recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of municipal facilities or services.

c. Upon the request of the City Manager (which may be in lieu of a request of the legislative authority of the City), review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and the Plan and following such review shall certify to such City its determination.

d. Cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such

manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the City.

e. Contact and solicit any person, firm or corporation ("*Employer*") which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the City or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the City.

f. Advance, encourage and promote the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement by:

(i) insuring mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.

(ii) incurring debt, mortgaging its property, no matter from what source and by what method acquired, and issuing its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the City, the State or any political subdivision thereof.

(iii) making loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for loan unless and until the person applying for said loan shows that he has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.

(iv) purchasing, receiving, holding, leasing, or otherwise acquiring and selling, conveying, transferring, leasing, subleasing, or otherwise disposing of real and personal property, together with such rights and privileges as maybe incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.

(v) acquiring the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or

for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants other business establishments; and may acquire, construct or reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.

(vi) acquiring, subscribing for, owning, holding, selling, assigning, transferring, mortgaging, pledging, or otherwise disposing of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.

(vii) mortgaging, pledging, or otherwise encumbering any property acquired pursuant to the powers contained in paragraphs (iv), (v) or (vi) of this subsection 3(f).

(viii) making application to the Director of the Ohio Development Services Agency of the State for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.

(ix) soliciting, receiving and using donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.

(x) otherwise exercising any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.

g. Sell or to lease any lands or interests in lands owned by the City determined from time to time by the legislative authority of the City not to be required by the City for its purposes, for uses determined by the legislative authority of the City as those that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and will preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority of the City shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the legislative authority of the City under this paragraph of this Agreement shall be conclusive. The CIC acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the county recorder of the County of Franklin, Ohio in which the City is located, prior to the recording of a deed or lease executed pursuant to this Agreement.

Section 4. Miscellaneous.

a. The City may convey to the CIC lands and interest in lands owned by the City and determined by its legislative authority not to be required by the City for its purposes, and that such

conveyance of such land or interests in land will promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and preserve, maintain or provide additional opportunities for their gainful employment. The consideration for any such lands and interests in lands so conveyed shall be the fair market value thereof as determined by a qualified appraiser, designated and employed by the City, and confirmed by its legislative authority. The CIC may also, as agency for such development and to the extent requested by the legislative authority of the City, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to the CIC shall be made without advertising and receipt of bids. If any lands or interests in lands conveyed by the City to the CIC are sold by the CIC at a price in excess of the consideration received by the City from the CIC therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the CIC; the costs of acquisition and sale by the CIC, taxes, assessments, costs of maintenance, costs of improvements to the land by the CIC, debt service charges of the CIC attributable to such lands or interests, and a reasonable service fee determined by the CIC.

b. The City shall not be required to make any financial contributions to the CIC and nothing in this Agreement and the Plan shall be construed as permitting the CIC to obligate the City except as expressly set forth in this Agreement.

c. All costs of the CIC shall be paid solely from the funds of the CIC and the City need not contribute any moneys to the CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement.

d. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the City or other political subdivision designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.

e. In the event of any voluntary or involuntary dissolution or liquidation of the CIC, or in the event of failure to reinstate the Articles of Incorporation of the CIC after cancellation thereof, any remaining assets of the CIC shall be paid over and distributed as determined by the governing body of the CIC with the approval of the Court of Common Pleas of the County of Franklin, Ohio, to one or more political subdivisions of the State from which on the date of the dissolution, liquidation or cancellation of the Articles of the CIC there exists a designation of the CIC to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.

f. The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise provided in this subsection 4(f). Upon the expiration of twelve months after either party shall have given to the other party notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities or

obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve month period shall not be affected by such withdrawal and this Agreement shall remain in full force and effect as to any such action, agreement, contract, liability or obligation and the CIC shall continue as the Agency of the City under this Agreement and the Plan and the designation made by the legislative authority of the City in the ordinance confirming and authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the City by delivering a copy of such notice to the office by the Clerk of Council of the City and to the CIC by delivering a copy of such notice to the person in charge of its principal office.

g. No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State, Chapter 165, Ohio Revised Code, or any other law.

h. This Agreement may be amended or supplemented from time to time as desired and approved by the legislative authority of the City and the Board of Trustees of the CIC.

i. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the City and the CIC, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

DUBLIN COMMUNITY IMPROVEMENT CORPORATION

By: _____
President

Attest: _____
Secretary

CITY OF DUBLIN, OHIO

By: _____
City Manager

Attest: _____
Director of Finance

Approved as to form and correctness:

Director of Law

CERTIFICATE OF APPROVAL BY DESIGNATED
COMMUNITY IMPROVEMENT CORPORATION

To the Council of the City of Dublin, Ohio:

The undersigned officer of the Dublin Community Improvement Corporation (the “CIC”) hereby certifies that the Board of Trustees of the CIC met in session September 2, 2015, at 5200 Emerald Parkway, Dublin, Ohio, at 2:00 p.m. with the following Trustees present:

Michael H. Keenan
Marilee Chinnici-Zuercher
John G. Reiner
Michelle L. Crandall
Donna L. Goss

_____ moved the adoption of the following resolution:

RESOLUTION NO. 2015-02
RESOLUTION TO CERTIFY PROJECT

WHEREAS, this CIC has been designated by the City of Dublin, Ohio (the “City”), as its agency and instrumentality for the industrial, commercial, distribution and research development of the City; and

WHEREAS, this CIC has heretofore prepared and approved a plan for the industrial, commercial, distribution and research development of the City (the “Plan”);

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Dublin Community Improvement Corporation that:

Section 1. It is hereby found and determined that the construction of two parking facilities, together with all necessary appurtenances thereto, to be located within the Bridge Street District of the City, all to facilitate commercial development and to create jobs and employment opportunities within the City, is a project in accordance with Chapter 165 of the Ohio Revised Code and the Plan, as prepared and heretofore approved by this CIC, and is hereby approved as required by Section 165.03(C), Ohio Revised Code.

Section 2. The Secretary or any Assistant Secretary of this CIC is hereby authorized and directed to certify promptly to the legislative authority of the City a true copy of this Resolution and the determination that such Project is in accordance with the Plan.

Section 3. All formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board of Trustees and all deliberations of this CIC and of any of its committees that resulted in such formal action, were in

meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

_____ seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

The foregoing is a true and correct excerpt from the minutes of the meeting of September 2, 2015, of the Board of Trustees of the Dublin Community Improvement Corporation showing adoption of the resolution hereinabove set forth.

Dated: _____, 2015

Secretary, Dublin Community
Improvement Corporation

RECEIPT

The undersigned, Clerk of Council of the City of Dublin, Ohio, does hereby acknowledge receipt on behalf of such City on the _____ day of _____, 2015, of the foregoing certificate from the Dublin Community Improvement Corporation.

Dated: _____, 2015

Clerk of Council
City of Dublin, Ohio